

10124038

11.50

THIS INDENTURE, made by and between S. B. DAVIS, JR.

party of the first part; THOMAS F. BAKER, IV of Shelby County, Tennessee party of the second part, as Trustee; and  
FIRST TENNESSEE BANK NATIONAL ASSOCIATION

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 347, Section A, DeSoto Village Subdivision, situated in Section 34, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 7, Pages 9-14, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

(See attached Rider for additional provisions.)

STATE MS.-DE SOTO CO.  
FILED

JUN 19 12 41 PM '00

BK 1222 PG 364  
W.F. B. CLERK.

This conveyance is made in trust, however, to secure the payment of \$55,000.00, evidenced by the following promissory notes of even date herewith: one note executed by the party of the first part and payable to the order of First Tennessee Bank National Association, in the original principal amount of \$55,000.00, which note provides for monthly payments of principal and interest commencing 05-18-2000, 2000, with a final maturity date of 05-18, 2015, if not sooner paid.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 18 day of MAY, 2000

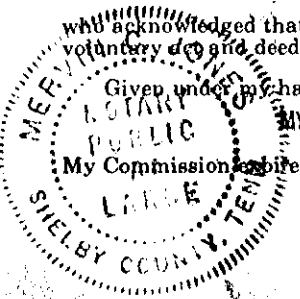
S. B. Davis, Jr.

STATE OF TENNESSEE  
COUNTY OF SHELBY } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

S. B. Davis, Jr.

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned as his  
voluntary act and deed.  
Given under my hand and seal this the 18 day of MAY, XX2000  
MY COMMISSION EXPIRES MAY 14, 2003  
My Commission Expires: \_\_\_\_\_



[Signature]  
Notary Public.

Grantor's Mailing Address  
6540 Hermitage Road  
Horn Lake, MS 38637

This instrument prepared by:  
Lawyers Title Insurance Corp.  
6363 Poplar - Suite 108  
Memphis, TN 38119  
(901) 685-2500

Compliments of  
Mid-South Title Insurance Corporation  
One Commerce Square  
Memphis, Tennessee

# TRUST DEED

FROM

TO

FOR THE USE OF \_\_\_\_\_ Trustee

STATE OF MISSISSIPPI

County of \_\_\_\_\_ } ss.

I, \_\_\_\_\_ Clerk

of the Chancery Court and ex-officio Recorder  
for the County and State aforesaid, do hereby  
certify that the within instrument of writing  
was filed for record in my office on the \_\_\_\_\_  
day of \_\_\_\_\_ A.D. 19\_\_\_\_,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and has been this day  
duly recorded in Trust Deed Record \_\_\_\_\_  
Page \_\_\_\_\_

WITNESS my hand and official seal, this  
\_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

\_\_\_\_\_  
Clerk.

TITLE INSURANCE is the only guaranteed  
protection against real estate title losses.

## RIDER

It is a condition of this instrument that in the event of any default in any of the terms and conditions of any other deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event the owner of any part of the indebtedness secured by this instrument may, at its option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at its option, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any deed of trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be repaid on demand with interest from date of such payment at the highest rate legally chargeable on the date of such payment, shall be treated as part of the expenses of administering this trust and shall be secured by the lien of this deed of trust; and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

If without the prior written consent of the party of the third part, the party of the first part or any of the party of the first part's successors in title should convey the subject property, or any interest therein, to any other party, or should a creditor, receiver, or trustee in bankruptcy obtain any interest in the property, or should any party obtain an interest by attachment or sale in accordance with the orders of any court of competent jurisdiction by any means other than inheritance or devise, the entire principal balance of the indebtednesses and obligations secured hereby, together with interest accrued thereon, shall, at the absolute option of the Beneficiary, be and become immediately due and payable for all purposes.